

**STATE OF ARIZONA  
DEPARTMENT OF CORRECTIONS  
1601 West Jefferson, M/C 55303  
Phoenix, Arizona 85007-3002**

**DATA SHARING AGREEMENT**

AGREEMENT made this 18th Day of June 2007, between the ARIZONA DEPARTMENT OF HEALTH SERVICES (ADHS), through its DIVISION OF BEHAVIORAL HEALTH SERVICES (hereafter referred to as "ADHS-BHS"), and the ARIZONA DEPARTMENT OF CORRECTIONS (ADC).

**Background**

1. The ADHS-BHS is a covered component pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and, therefore, must comply with federal and state laws and regulations pertaining to the confidentiality, use or disclosure of certain health care related information, pursuant to 45 CFR 164.512 (k) of the HIPAA Privacy Regulations.
2. The ADC is not a covered entity for purposes of HIPAA and must only comply with state laws pertaining to the confidentiality, use and disclosure of certain health care related information.
3. This agreement in addition to outlining the terms, by which the ADHS-BHS and ADC will share data, also provides the terms under which parties shall maintain the confidentiality of the data to be shared.

**Terms and Conditions**

1. **Purpose of the Agreement.** ADHS-BHS and ADC have agreed to collaboratively work in identifying individuals receiving behavioral health services through the State of Arizona behavioral health system and who are also involved in the criminal justice system. This agreement is being undertaken to identify the opportunities of partnership between these two agencies for health care monitoring of individuals who are represented in both systems. The intent is for the ADHS-BHS and ADC to share data for coordination of the delivery of behavioral health services to provide for the appropriate behavioral health services for these individuals.
2. **Data Sharing Procedure.** ADC will provide ADHS-BHS everyday a data file containing the following information on all incarcerated individuals in the ADC roster:
  - a. Last Name
  - b. Middle Name
  - c. First Name
  - d. Social Security Number
  - e. Date of Birth

f. Gender

ADHS-BHS agrees to return to ADC, the next working day after receipt of the ADC roster, a data file that contains the following information added to the ADC roster for all matched individuals:

- a. RBHA Name (Regional Behavioral Health Authority (RBHA) servicing the individual)
- b. SMI flag (an identifier if individual is with serious mental illness)
- c. Status code (if individual is currently enrolled)
- d. Closure date (if individual has been disenrolled in the behavioral health system at the time the data is matched)
- e. Reject Reason Code (problem or issue in matching the record)

ADHS-BHS agrees to use the information received from ADC only to match with the current ADHS-BHS roster of persons receiving behavioral services.

3. **Confidentiality of Information.** ADC agrees to abide by the confidentiality and security provisions of A.R.S. §36-509, A.R.S. § 36-550, and A.R.S. §12-2291 through §12-2297. Arizona Administrative Code Sections R9-1-301 through R9-1-303, 42 CFR Part 2 and 45 CFR Parts 160 and 164. ADC further agrees that access to the ADHS-BHS information will be restricted to ADC authorized individuals directly involved in the coordination of behavioral health services.

In addition to complying with Health Insurance Portability and Accountability Act as required of ADHS-BHS, because of the ADHS-BHS status as a HIPAA covered component, ADHS-BHS agrees to abide by the confidentiality and security provisions of A.R.S. §31-201.01 and A.R.S. §41-1606 and any federal and state rules, laws, codes and regulations that protect the identity of the incarcerated individual and pertain to this agreement.

4. **Data Security.** ADC agrees to store the ADHS-BHS information in a locked filing cabinet, in a restricted area, accessible only to individuals authorized pursuant to this agreement for purposes of data matching, the data exchange process or coordination of behavioral health services related to this agreement. If the data is stored in electronic format, individuals authorized pursuant to this agreement should only access it, through the use of a password protect data security system.

ADHS-BHS agrees to store the ADC information in a locked filing cabinet, in a restricted area, accessible only to individuals authorized pursuant to this agreement for purposes of data matching, the data exchange process or coordination of behavioral health services related to this agreement. If the data is stored in electronic format, individuals authorized pursuant to this agreement should only access it, through the use of a password protect data security system.

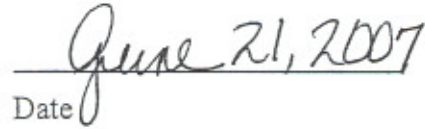
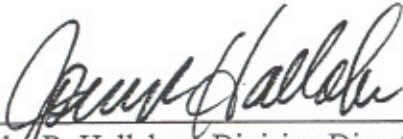


5. **Data Destruction.** ADC agrees that when the intended use of the data has been completed, it shall dispose of the information through the use of any or a combination of the following destruction methods: (a) remove (e.g., scrub) from the hard drive or any other storage media all electronic files that contain ADHS-BHS information or (b) purge, shred, or burn any hard copy of the ADHS-BHS information such that the resulting residue prevents any recovery of the data file content.  
  
ADHS-BHS agrees that when the intended use of the data has been completed, it shall dispose of the information through the use of any or a combination of the following destruction methods: (a) remove (e.g., scrub) from the hard drive or any other storage media all electronic files that contain ADC information or (b) purge, shred, or burn any hard copy of the ADC information such that the resulting residue prevents any recovery of the data file content.
6. **Use of Information.** ADC and ADHS-BHS both agree that the information received through this agreement shall not be used to the detriment of the individual nor for any purpose other than those stated in this agreement.
7. **Redisclosure of Data.** ADC and ADHS-BHS agree not to redisclose the information received by either party to a third party not covered by the agreement unless written permission by either party is received and redisclosure is not prohibited under applicable law. For purposes of updating client information, however, ADHS-BHS may inform the incarceration status of the individual to the Regional Behavioral Health Authority (RBHA) serving the individual. ADHS-BHS and ADC shall instruct their respective staff concerning the confidential nature of the information and the applicable prohibitions against its redisclosure.
8. **Term.** This agreement is effective on the last date signed by a party and shall remain in effect for a period of three years unless terminated under paragraphs 9 or 10.
9. **Conflict of Interest.** This agreement is subject to termination for conflicts of interest, pursuant to A.R.S. §38-511.
10. **Termination.** This agreement may be terminated by either party upon thirty (30) days written notice to the other party.
11. **Notice.** Notice shall become effective on the date of receipt by a party.

By order of :



Karen Boswell, CPM  
Procurement Administrator  
Office of Procurement  
1740 West Adams Street, Room 303  
Phoenix, Arizona 85007

  
Date

John R. Hallahan, Division Director  
Support Services  
Arizona Department of Corrections  
1601 West Jefferson Street, MC 328  
Phoenix, Arizona 85007-3002

  
Date